



Broadcast Contract

FRIENDS OF JAMES MARI
Attn: Paul Shipley
P.O. BOX 213
OLIVER, PA 15472

Start Date 10/24/16	Contract# 2061320	Mod# 1
End Date 11/07/16	Date Entered 10/18/16	Date Last Modified 10/18/16
Advertiser FRIENDS OF JAMES MAR		Station Market WPKL-FM
Product FRIENDS OF JAMES MARI		SalesRep/Office Robert Tuckish

Calendar Billing Cycle Estimate#

LN	DATE	TIMES/PROGRAMS	LEN	MO	TU	WE	TH	FR	SA	SU	SPOTS	RATE
			LINE	REMARK							/WK	
1	MO 10/24/16 MO 11/07/16	06:00A-10:00A	60		2	2	2	2	2	2	2	\$13.00
2	MO 10/24/16 MO 11/07/16	10:00A-03:00P	60		2	2	2	2	2	2	2	\$13.00
3	MO 10/24/16 MO 11/07/16	03:00P-07:00P	60		2	2	2	2	2	2	2	\$13.00

-----Additional Comments-----	Total Spots	Spots Total\$	Agency Commission	Net	Gross
	90	1,170.00	\$175.50	\$ 994.50	\$ 1,170.00

Billing Projections: By Month

	Oct 16	Nov 16
CA	624.00	546.00
ST	546.00	624.00

FOREVER MEDIA, INC., FOREVER MEDIA OF OHIO, LLC THEIR AFFILIATES AND THEIR RADIO STATIONS DO NOT AND SHALL NOT DISCRIMINATE, IN ANY WAY, ON THE BASIS OF RACE OR GENDER, RESPECTING THEIR EMPLOYMENT OR ADVERTISING PRACTICES.

Accepted for Station

Accepted for advertiser OR agency(and MBS, if any) as agent for the advertiser

Name Title
See reverse for accepted terms and conditions, if any

Name Title
Page 1

2016 ORDER FORM - PICKLE 99.3



DATE

10/17/16

CLIENT

FRIENDS of JAMES MARI

BILLING INFORMATION (List address if NEW client)

P.O. Box 213

OLIVER, PA 15472

Sales Person

BOB

Product Category

POLITICAL

CO-OP?

BUYER

PAUL SHIPLEY

Phone #

724-963-5845

Email

PM@SHIPLEY@GMAIL.COM

(Please attach SCRIPT if CO-OP)

SEND CONFIRMATION ☐

Start Date MM/DD/YY	End Date MM/DD/YY	Length	Start	End	M	T	W	T	F	Sa	Su	Line Total	RATE
10/24/16	11/6/16	60	6AM	10AM	2	2	2	2	2	2	2	28	\$13
			10AM	3PM	2	2	2	2	2	2	2	28	
			3PM	7PM	2	2	2	2	2	2	2	28	
11/7/16	11/7/16		6AM	10AM	2							2	
			10AM	3PM	2							2	
			3PM	7PM	2							2	

ADDITIONAL INFORMATION

GM SIGNATURE:

10/18/16

AGENCY? (circle one)

YES NO

2016 Calendar

JANUARY							JULY						
M	T	W	T	F	S	S	M	T	W	T	F	S	S
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	31

FEBRUARY							AUGUST						
M	T	W	T	F	S	S	M	T	W	T	F	S	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29							29	30	31				

MARCH							SEPTEMBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S
1	2	3	4	5	6								
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30		

APRIL							OCTOBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	25	26	27	28	29	30
							31						

MAY							NOVEMBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S
2	3	4	5	6	7	8	1	2	3	4	5	6	
9	10	11	12	13	14	15	7	8	9	10	11	12	13
16	17	18	19	20	21	22	14	15	16	17	18	19	20
23	24	25	26	27	28	29	21	22	23	24	25	26	27
							28	29	30				
							30	31					

JUNE							DECEMBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S
6	7	8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	21	22	23	24	25
27	28	29	30				26	27	28	29	30	31	

TOTAL COMMERCIALS

90

TOTAL GROSS

\$1,170

TOTAL NET

\$994.50

BROADCAST AGREEMENT STANDARD CONDITIONS

1. PAYMENT

- (a.) The advertiser agrees to pay, and the broadcasting station agrees to hold the advertiser solely liable for payment for the broadcasts or announcement covered by this contract, unless expressly otherwise agreed in writing.
- (b.) The advertiser agrees to pay for broadcasts or announcements covered by this contract, at the office of the broadcasting station, on or before 30 days following receipt of invoice. Payments not received within 30 days of invoice will incur a finance charge of 1.5% per month from date of invoice.
- (c.) Station's Invoices for broadcasts or announcements covered by this contract shall be in accordance with the station's log and shall be deemed to be correct unless proved otherwise.
- (d.) Invoices should be rendered not less than monthly.
- (e.) Upon request of the advertiser, affidavit or certificates of performance will be furnished by the station to the agency at the time of billing. Unless the request is received prior to billing, the request for and the furnishing of such affidavits or certificates shall not act as a condition precedent to the payment or the time of any payment called for hereunder.

2. TERMINATION

- (a.) Advertiser may terminate the agreement by giving the station no less than fourteen (14) days prior written notice on regular orders and thirty (30) days prior written notice to cancel annual orders. Advertiser will be held responsible for payment of all time units contracted for within the fourteen (14) day or thirty (30) day notice period.
- (b.) If station so terminates this contract, advertiser will then either agree with station on a satisfactory substitute day or time for continuance of broadcasts or announcements covered by this contract at the card rates on which this contract is based for such substitute time, or, if no such agreement can be reached, advertiser will pay station according to the rates specified herein for all broadcasts or announcements previously rendered by station. In the event of termination hereunder, neither party shall be liable to the other party otherwise than specified in this paragraph and in paragraph five hereof.

3. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a.) The station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this contract in order to broadcast any program which in its absolute discretion it deems to be public importance or of public interest. In any such case, within a reasonable time after such broadcast, that the advertiser's broadcast or announcement has been canceled.
- (b.) In the case of any broadcast or announcement cancelled under Paragraph 3(a) above, the advertiser and the station will agree on satisfactory substitute day and time for the broadcast or announcement or, if no such agreement can be reached within seven (7) days after notice of cancellation, the broadcast or announcement

will be considered as cancelled without affecting the rates or rights provided under this contract, except that the advertiser shall not be required to pay for the cancelled broadcast or announcement.

4. BROADCASTS AND ANNOUNCEMENTS

- (a.) The contract for station time includes the service of the technical staff and of a regular staff announcer. Other talent and service charges, if any, are in addition to the charges stated.
- (b.) Broadcasts or announcements prepared by the advertiser are subject to the approval of the station at its sole discretion as to broadcast content.
- (c.) If client requests prior approval of copy and such approval is fulfilled, all commercials aired during the schedule will be deemed correct and client will be responsible for payment. Copy approved will be dated and initialed by Creative Services Director. If prior copy approval is not requested and through no fault of station incorrect or outdated copy is aired, client will be held responsible for payment of the full obligation.

5. GENERAL

- (a.) This contract is subject to the terms of the licenses held by the station and is subject to all Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future, including, but not limited to, the Rules and Regulations of the Federal Communications Commission made in pursuance of its quasi-legislative powers and its decisions and actions and orders when acting in its quasi-judicial capacity.
- (b.) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the station in writing; nor may the station be required to broadcast hereunder for the benefit of any other advertiser than the one named on the face of the contract.
- (c.) The advertiser agrees that the station may deduct from any five-minute period or longer not more than thirty seconds for station breaks purposes.
- (d.) This contract shall be construed under and according to the laws of the State of station's license and the provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representatives whatever as to the broadcasts or announcements.
- (e.) As agency of record for advertiser, Agency agrees to make payment to station within thirty days of invoice from station for commercials ordered through agency and aired by station. If thirty days terms are not met, any further schedule placed with the station for advertiser by agency will be canceled. In the event of agency's insolvency or default of payment, and without releasing agency from any liability, advertiser will be liable to station and not to agency on all unpaid invoices.

In the event of agency's insolvency or default of payment, or in the event station turns over to an attorney an account(s) for collection, agency agrees to any reasonable attorney's fees and all court costs incurred by station.

Agreement between (Legal Company Name) Friends of Jane's Mom and WPBC-FM
to broadcast commercial messages as outlined on reverse or attached.

Advertiser Approval [Signature] Title Campaign Manager

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Agency Approval _____ Title _____

GM Reviewed [Signature] Title _____

Salesperson Reviewed _____ Date 10/18/16

If it becomes necessary to place this account with an attorney for attention, any claims for funds due under the terms thereof, then the advertiser agrees to pay the reasonable fees for such attorney and/or costs of collection incurred by station whether or not an attorney was employed by station.

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

☐ **FEDERAL CANDIDATE**☒ **STATE/LOCAL CANDIDATE**

To Avail Themselves Of The Lowest Unit Charge During A Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Location: WPKL-FM/ Brownsville, PA	Date: 10/17/16
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I, Paul Shipley

being/on behalf of: James Mari

a legally qualified candidate of the Democratic

political party for the office of: PA House of Representative- 52nd District

in the General

election to be held on: November 8, 2016

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
60-seconds	6am-10am 10am-3pm 3pm-7pm	October 24 to November 7, 2016 (15 days)		14 (2 per day) 14 (2 per day) 14 (2 per day) 90 Total	2.143 weeks (15 days)

Attach proposed schedule with charges (if available): \$1,170 gross / \$994.50 net

I represent that the payment for the above described broadcast time has been furnished by:

Friends of James Mari

and you are authorized to announce the time as paid for by such person or entity. I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Karin Hostetler

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

X 10/17/16

Date

X 

Signature

To Be Signed By Station Representative

☒ Accepted

☐ Accepted in Part

☐ Rejected


Signature

DAVID PAULIC
Printed Name

GENERAL SALES MANAGER
Title

BCRA POLITICAL RECORD

FOREVER
MEDIA

This Political Record is required by the Bipartisan Campaign Reform Act of 2002 (BCRA) to be completed every time a request is made to purchase broadcast time that (1) is made by or on behalf of a legally qualified candidate for public office, or (2) communicates a message relating to any political matter of national importance, including a legally qualified candidate, any election to federal office, or a national legislative issue of public importance. The Political Record is not required for requests to purchase internet advertising. Once completed, the Political Record must be placed in the station's local public inspection file and must be retained for two years.

This Record is for

- ☒ a candidate request
☐ an election message request *
☐ an issue request *

The request was

- ☒ accepted #
☐ rejected

Station:

WPKL-FM

Date:

10/17/16

Candidate Named in Message:

James Mari

Office Being Sought:

PA House of Representatives- 52nd District

Election or Issue Referred to:

General Election (11/8/16)

Sponsor (or authorized candidate committee):

Friends of James Mari

Treasurer of authorized candidate committee:

Karin Hostetler

Person Ordering Advertising:

Paul Shipley

Phone Number/Email of Requester:

724-963-5845 / pmshipley@gmail.com

Address of Requester:

P.O. Box 213

Oliver, PA 15472

* An "election message request" is a request made by anyone to broadcast a message that refers either to a legally qualified candidate or to any election to federal office.

* An "issue request" is a message related to a national legislative issue of public importance or a political matter of national importance.

If the request is accepted, attach the sales order showing the rate charged, the date(s) and time(s) the message is aired, and the class of time purchased. For an issue request, also attach the name, address, and phone number of a contact person, and a list of the chief executive officers or members of the executive committee or of the board of directors of the sponsor.